Crown Law Weekly Review for Watershed and Mission Creep Research

Progression update through section 4.4.6

Updated for John Tait | 28 September 2026

Main conclusion

Section 4.4.6 separates statutory power to make a contract from delegated power to make law. A service, funding, or joint-governance agreement may prove who was retained, what work was assigned, who paid, and who controlled the deliverables. It does not by itself prove that the service provider could create a binding Greenlands restriction or determine a parcel's legal uses. For the watershed record, the required chain is agreement, enabling authority, assigned task, formal municipal adoption, and actual parcel-level application. The SSEA governing agreement and any Severn, Simcoe, or consultant contracts may therefore be central evidence, but Annapolis remains a separate effects-based test requiring both a public-authority advantage and removal of all reasonable uses.

Scope. This is a research aid, not legal advice. The comparison does not establish liability. Several watershed statements below are recorded allegations or inferences that still require primary proof.

Available Crown Law sources and prior reviews

Paul Lordon's Crown Law is one published 1990 volume. The available Library copies divide that volume into a front-matter file and five scan segments; they are not separate published volumes.

Available file	Book coverage	Use in this review
Crown Law sources.pdf	Errata, publication data, preface, contents, and source tables	Confirmed authorship, edition, chapter structure, and section numbering.
Source part 1	Printed pp. 1-127; PDF scan pp. 1-64	Contains Chapter 1 and this week's section at PDF scan p. 13.
Source part 2	Printed pp. 128-291; 84 scan pages	Later chapters; available for future progression.
Crown Law 3.pdf	Printed pp. 293-411; 60 scan pages	Crown contracts and tort material.
Crown Law 4 realty.pdf	Printed pp. 412-511; 50 scan pages	Chapters 10-12, including realty and taxation.
Crown Law 5.pdf	Chapter 13 through index, printed pp. 513-604; 47 scan pages	Information law and index.

Prior notes located: Canada's Crown Law Record Volume 1, dated 3 September 2026, and Crown Law Comparative Authority Brief, dated 4 September 2026. The first reviewed selected Chapter 1 provisions; the second made thematic comparisons across Chapters 1, 9, 10, and 13. Neither contained a standing weekly progression marker.

Running progression marker

Date	Reviewed	Exact locator	Next marker
3 Sep 2026	Selected Chapter 1 provisions	Sections 2.1-2.5, 2.8.2.2-.3, 3.3-3.4, 4.3, and 4.4.1-.3	Continue the active Chapter 1 section 4.4 sequence.
4 Sep 2026	Thematic comparative brief	Selected pp. 10-11, 375-397, 413-435, and 513-515	Not treated as a sequential endpoint.
14 Sep 2026	Section 4.4.4 completed	Chapter 1, printed p. 23; source part 1, PDF scan p. 12	Section 4.4.5, Delegation of Administrative vs Legislative Authority, printed pp. 23-24; source part 1, PDF scan pp. 12-13.
21 Sep 2026	Section 4.4.5 completed	Chapter 1, printed pp. 23-24; source part 1, PDF scan pp. 12-13	Section 4.4.6, Power to Contract vs Legislative Power, printed p. 24; source part 1, PDF scan p. 13.
28 Sep 2026	Section 4.4.6 completed	Chapter 1, printed p. 24; source part 1, PDF scan p. 13	Section 4.4.7, Enforcement of Crown Undertakings, printed p. 24; source part 1, PDF scan p. 13.

Working-sequence rule: continue from the latest contiguous subsection in Chapter 1 section 4.4. This avoids repeating the prior delegation review while leaving earlier omissions available for a later backfill pass.

Review completed 14 September 2026

Exact reference

Work. Paul Lordon, Crown Law (Butterworths Canada, 1990), Chapter 1, Constitutional and Legal Status of the Crown in Canada.

Section. 4.4.4, Failure to Exercise Legislative Power.

Page. Printed p. 23; source part 1, PDF scan p. 12.

Footnotes and authorities. No separately numbered footnotes appear in section 4.4.4. The authorities are printed directly below the paragraph: Sero v. Gault (1921), 64 D.L.R. 327 (Ont. S.C.);

Brant Dairy Company v. Milk Commission of Ontario, [1973] S.C.R. 131; and Canadian Institute of Public Real Estate Companies v. City of Toronto, [1979] 2 S.C.R. 2.

Plain language summary

A regulation-maker does not fail to legislate merely because it borrows a form already used elsewhere or adopts technical language prepared by a scientist or textbook writer. Lordon's key phrase is that adopting such language does not itself constitute a failure by the regulation-making authority. The legally authorized body may rely on expertise and still make the law.

The problem arises if the enabling statute requires the body to make a real legislative choice but the purported regulation simply repeats the statute's words and leaves the operative content to administrators. In that situation, the body may have converted what should have been a legislative decision into an administrative one. The practical question is not who drafted the words or map. It is who adopted them, what legal effect was fixed, and whether any essential discretion was left to someone who lacked authority to exercise it.

Modern Ontario bridge. The current Municipal Act, 2001, ss. 23.1-23.3, authorizes and limits municipal delegations and preserves applicable statutory limits and procedures. The current Planning Act assigns formal roles to official-plan adoption and approval, public participation and notice, plan conformity, and zoning by-laws, including ss. 16(1)(b), 17(20)-(23), 24, and 34. Lordon's 1990 summary must therefore be tested against the exact legislation and municipal instruments in force at the relevant time.

Comparison with Annapolis

Question	Comparison
What issue is being tested?	Lordon section 4.4.4 tests whether the authorized body actually exercised legislative power. Annapolis tests whether state action produced both an advantage to the public authority and the removal of all reasonable uses.
Can technical work be used?	Yes. Lordon treats adoption of scientific or technical language as compatible with valid legislation. The evidentiary focus should be the formal act of adoption and the content adopted, not the mere fact that SSEA, County staff, or a consultant prepared the material.
Does invalid process prove a taking?	No. A delegation or enactment defect may support a separate validity or administrative-law theory, but Annapolis still requires both elements in para. 44. The theories should not be collapsed.
Can valid zoning still be a taking?	Potentially. Annapolis says substance prevails over form and requires a realistic, property-specific appraisal (paras. 44-45). Zoning that effectively preserves private land as a public resource may qualify if all reasonable uses are also removed (paras. 58, 64-72).

Question	Comparison
What role does actual administration play?	A map or rule on paper is not the whole inquiry. Annapolis emphasizes the actual application of the regulatory scheme, including refusals of permits or approvals that are needed for reasonable use (paras. 69-72).
What does notice prove?	Notice at acquisition and reasonable expectations are contextual factors in Annapolis para. 45. They are not a third element. Separate statutory notice and procedural-fairness issues require their own legal and factual analysis.
What does market loss prove?	A reduction in value alone is insufficient under Annapolis para. 45. Market evidence may still help prove practical use, causation, and quantum if the legal elements are otherwise met.
What does public purpose prove?	A conservation objective may help describe an alleged public advantage, but general environmental benefit is not automatically a property-derived advantage. The record should show how this parcel was reserved, used, controlled, or treated for a public purpose.

Comparison with the documented watershed record

Status key: Established law states a governing legal proposition. Documented record item means the point appears in the supplied research record or a cited public instrument but may still require authentication. Reasonable inference identifies a conclusion the present material can support but does not compel. Disputed allegation records John's position or a reported event that has not yet been proved. Missing proof identifies the evidence needed before drawing a firm conclusion.

Greenlands overlay

Documented record item. The prior notes identify Severn Zoning By-law 2010-65 and record John's report that a Greenlands overlay covers nearly all of the parcel and was discovered in 2023.

Reasonable inference. If County or SSEA technical mapping was expressly incorporated into an official plan, schedule, or zoning by-law adopted by the authorized municipal body, reliance on outside scientific work is not itself a failure to legislate. If the operative parcel boundary or constraint came only from an administrative GIS layer or later staff choice, section 4.4.4 makes the adoption chain important.

Missing proof. Certified copies of the operative official plan, schedules, zoning by-law and amendments; enactment and approval dates; GIS metadata and change logs; and the resolution, by-law, or approval that gave the parcel line legal effect.

Loss of reasonable uses

Established law. Annapolis requires removal of all reasonable uses, not merely the preferred or highest-value use. A public authority may defeat the claim by identifying one genuine reasonable use; theoretical or notional uses require realistic scrutiny (paras. 44-45 and 69-75).

Disputed allegation. The prior notes record a June 2023 exchange in which John says Severn planning staff answered 'Nothing' when asked what could be done on the property, with Nick Ippolito and Cody Henderson present.

Missing proof. A current written permitted-use opinion tied to the exact parcel and operative instruments; complete application, pre-consultation, permit, variance, and refusal records; servicing and access evidence; and analysis of every legally and practically available use.

Municipal benefit or control

Established law. Annapolis treats a beneficial interest as an advantage flowing to the state; actual title transfer is unnecessary. Preserving land as a public resource can qualify, but the advantage must be assessed in substance and in relation to the property (paras. 38-45 and 64-68).

Reasonable inference. A parcel-specific conservation constraint may save a municipality acquisition or stewardship costs, contribute to an environmental network, or preserve a public resource. That is a hypothesis, not proof of the first Annapolis element.

Missing proof. Evidence of public access, trails, signage, municipal promotion, ecological accounting, avoided acquisition, insurance, maintenance, control directions, or official statements treating this parcel as part of a public conservation system.

Notice and procedural fairness

Established law. Annapolis para. 45 treats notice at acquisition and reasonable expectations as contextual. The Planning Act also prescribes public-input and notice steps for planning instruments. Compliance must be assessed under the legislation in force when each instrument was adopted.

Disputed allegation. The prior notes say the owner received no meaningful parcel-specific notice and only learned of the overlay in 2023. A documented January 2026 refusal to issue a neutral notice would be a later event; by itself it does not prove defective notice in 2010 or at any other adoption date.

Missing proof. Notices, circulation lists, mailing affidavits, newspaper or web publications, public-meeting records, statutory certificates, owner records at the relevant dates, and evidence of what the municipality knew about the parcel and owner.

Compensation

Established law. Annapolis para. 44 recognizes a common-law right to compensation when both constructive-taking elements are satisfied. Neither section 4.4.4 nor an absence of compensation analysis proves those elements.

Documented record item. The prior notes report MFIPPA responses indicating no records of parcel-specific compensation or individualized loss analysis. The precise letters and request wording must be read as exhibits before assigning weight.

Missing proof. Authenticated MFIPPA requests, response letters, search affidavits, any withheld-record index, council or staff compensation analyses, and the statutory basis on which compensation is claimed.

Market interference

Established law. Drastic value reduction alone does not satisfy Annapolis. Market evidence may nevertheless help test whether asserted uses are real, whether the restriction caused the loss, and what compensation might be if liability is established.

Disputed allegation. The research record attributes impaired saleability, financing, development prospects, and increased study costs to the Greenlands regime and municipal administration.

Missing proof. A parcel-specific AACI appraisal using before-and-after dates tied to the legal instrument; comparable sales; lender or purchaser evidence; failed transaction records; and separation of overlay effects from access, servicing, natural constraints, and broader market conditions.

Taxation

Established law. Continued municipal taxation while use is constrained does not independently establish a taking or an unlawful tax. It may be relevant to carrying costs, valuation, consistency, and the practical burden on the owner.

Documented record item. The prior notes report continuing assessment and taxation during the period of alleged restriction.

Missing proof. MPAC assessment history, tax bills, classification and valuation changes, requests for reconsideration or appeals, and a comparison between the assessment assumptions and the municipality's stated permitted uses.

Severn SSEA and Simcoe conduct

Reasonable inference. The existing narrative assigns different functions to the County of Simcoe, SSEA, and the Township of Severn: regional policy, environmental or mapping expertise, and local enactment or parcel-level administration. Section 4.4.4 makes it important to distinguish advice and drafting from the legal act that adopted a rule.

Disputed allegation. The mission-creep theory is that a broad watershed or environmental objective became a parcel-level restriction without individualized study, clear authorization, fair notice, or compensation. The present review does not prove that account.

Missing proof. Service agreements and terms of reference; delegation by-laws and policies; SSEA reports and map versions; County and Severn staff reports, minutes, resolutions, and instructions; who approved the final parcel boundary; and testimony from the planners, GIS custodians, SSEA authors, and officials involved in the June 2023 exchange.

Carry forward questions and evidentiary gaps

1. What exact official-plan policy, schedule, zoning provision, amendment, and approval chain placed the parcel within Greenlands, and what was legally in force on each relevant date?

2. Who created and revised the boundary, what parcel-specific science supported it, and where did council or another authorized body expressly adopt that work?
3. What notice was legally required and actually given at adoption, amendment, purchase, and later parcel-level administration, and which records authenticate delivery or publication?
4. What single reasonable use does Severn say remains today, and has that use been tested through a complete written application, pre-consultation, or permit record?
5. What property-specific advantage or control accrued to Severn, Simcoe, or SSEA - public access, conservation-network use, avoided acquisition, maintenance, promotion, or another measurable benefit?
6. Which witnesses and expert records can prove actual administration and loss: Mandeville, Ippolito, Henderson, the relevant County/SSEA planners and GIS custodians, an AACI appraiser, MPAC records, and purchaser or lender evidence?

Review completed 21 September 2026

Exact reference

Work. Paul Lordon, Crown Law (Butterworths Canada, 1990), single published volume, Chapter 1, Constitutional and Legal Status of the Crown in Canada.

Section. 4.4.5, Delegation of Administrative vs Legislative Authority.

Pages. Printed pp. 23-24; source part 1, PDF scan pp. 12-13.

Footnotes and authorities. No separately numbered footnotes appear in section 4.4.5. Authorities printed directly beneath the first proposition are Rose v. R. (1960), 22 D.L.R. (2d) 633 (Ont. C.A.); Desrosiers v. Thinel, [1962] S.C.R. 515; Brant Dairy Co. v. Milk Commission of Ontario, [1973] S.C.R. 131; Bartholomew Green 1751 Association v. A.G. Canada, [1978] 2 F.C. 391 (T.D.); Canadian Institute of Public Real Estate Companies v. City of Toronto, [1979] 2 S.C.R. 2; Irving Oil Ltd. v. Provincial Secretary of N.B., [1980] 1 S.C.R. 787; Salco Footwear Industries Ltd. v. M.N.R., [1983] 1 F.C. 664 (T.D.); and Re Peralta and R. (1985), 49 O.R. (2d) 705 (C.A.), affirmed [1988] 2 S.C.R. 1045.

Additional authorities. For the separate proposition concerning the phrase 'as the Minister prescribes,' Lordon lists M.N.R. v. Creative Shoes, [1972] F.C. 993 (C.A.), leave to appeal refused [1972] F.C. 1425; Re Anti-Dumping Act and Danmor Shoe Co., [1974] 1 F.C. 22 (C.A.); and Salco Footwear Industries Ltd. v. M.N.R., [1983] 1 F.C. 664 (T.D.).

Plain language summary

Lordon's central warning is not to confuse two different things. A legislature or council may make the governing rule and then assign staff, officers, experts, or another body to administer it, investigate facts, provide advice, or perform a duty. That is administrative delegation or implementation. Legislative delegation is different because it gives another actor authority to prescribe a binding rule or complete an essential policy choice.

The label used by government is not decisive. The question is what the recipient can legally do. If the recipient only gathers data or applies fixed criteria, the task is more likely administrative. If the recipient can decide the operative standard, alter who is restricted, or prescribe a rule with legal force, the function may be legislative and must rest on valid statutory authority.

Lordon also records historical authority treating the words 'as the Minister prescribes' as a delegation of legislative power. His further statement about certiorari reflects the procedural law summarized in 1990 and should not be treated as a complete statement of modern judicial-review remedies.

Modern Ontario bridge. Municipal Act, 2001, s. 23.1 permits municipal delegation but keeps every statutory limit and procedural requirement attached to the power. Section 23.2 restricts delegation of legislative and quasi-judicial powers, and s. 23.3 identifies powers that cannot be delegated. Planning Act, s. 17.1 provides a specific route for an upper-tier council to delegate certain official-plan amendment approval authority by by-law and subject to stated conditions. The exact version in force at the relevant date remains essential.

Comparison with Annapolis

Question	Comparison
What does section 4.4.5 test?	It tests legal authority and role: who made the binding rule, who merely advised, and who administered it. Annapolis instead tests the effect of public action through the two cumulative elements stated at para. 44.
Does improper delegation prove a taking?	No. An unauthorized delegation could support a separate validity or administrative-law argument. A constructive-taking claim still requires a public-authority advantage and removal of all reasonable uses.
Can administrative action matter?	Yes. Annapolis emphasizes the actual application of a regulatory scheme, including approval or permit refusals, rather than examining only the rule on paper (paras. 69-72). Administrative conduct can therefore be evidence of effects even when it is not legislation.
What if SSEA only advised?	Technical advice or mapping is not itself legislative action if an authorized body adopted the governing policy and retained the legal decision. The record must show whether SSEA advised, administered fixed criteria, or was permitted in practice to determine parcel-level legal consequences.
What if staff said no use remains?	A proved statement such as 'Nothing' may support the factual inquiry into actual application and reasonable uses. It is not necessarily a final legal decision, and it does not identify the source or scope of the speaker's delegated authority.
What about intent and fairness?	Annapolis treats intention as supporting evidence, not an element (paras. 52-57). Notice and reasonable expectations are contextual under para. 45. Delegated decision-makers must also follow the statutory procedures and limits attached to their power.

Question	Comparison
What about compensation and value?	Valid delegation does not defeat a constructive-taking claim, and improper delegation does not establish one. Compensation follows only if the governing doctrine is satisfied. Market loss and taxation remain evidence of burden or quantum, not substitutes for the two elements.

Comparison with the watershed record

The classifications below preserve the distinction between governing law, evidence presently recorded, reasonable inference, disputed allegation, and missing proof.

Greenlands overlay

Established law. A municipality may assign administrative work and may delegate authorized powers, but the delegation must comply with its enabling statute, formal instrument, conditions, and procedures. Advice and map preparation are not automatically legislative power.

Reasonable inference. If Simcoe or Severn Council formally adopted a schedule containing the parcel boundary, SSEA's technical role may have been advisory or administrative. If staff or SSEA later changed the operative boundary or supplied essential restriction criteria without lawful authority, section 4.4.5 raises a distinct delegation issue.

Missing proof. The certified adopting by-law and schedule; every incorporated map version; delegation by-laws; staff and SSEA terms of authority; GIS audit logs; and evidence showing who had legal power to settle or change the parcel line.

Loss of reasonable uses

Established law. Annapolis requires the actual removal of all reasonable uses. Administrative application matters, and a genuine remaining reasonable use can defeat the second element.

Disputed allegation. John reports that Senior Planner Katie Mandeville answered 'Nothing' in June 2023 when CBO Nick Ippolito asked what John could do with the property, with Cody Henderson also identified as a witness.

Reasonable inference. If corroborated and shown to reflect Severn's operative position, the exchange may be evidence of how the regulatory scheme was administered. Standing alone, an oral answer may not be a final permit refusal or complete legal interpretation.

Missing proof. Contemporaneous notes, calendars, emails, witness statements, audio or minutes, the planner's written authority, and a current parcel-specific permitted-use letter or formal application decision.

Municipal benefit or control

Established law. Annapolis allows the first element to be satisfied by an advantage flowing to the state; formal title is unnecessary. Section 4.4.5 helps identify which public actor exercised control and through what delegated or administrative function.

Reasonable inference. Repeated staff enforcement, mapping control, required studies, or refusal to recognize uses may show practical governmental control. A broad conservation benefit, without a property-specific advantage, remains insufficient by itself.

Missing proof. Directions, enforcement records, public-access evidence, municipal promotion, avoided acquisition or stewardship costs, and records showing which Severn, Simcoe, or SSEA office controlled the parcel outcome.

Notice and procedural fairness

Established law. Under Municipal Act, 2001, s. 23.1(2), delegated power remains subject to the procedural requirements attached to it. Annapolis uses notice at acquisition and reasonable expectations contextually; it does not make later procedural unfairness a separate taking element.

Disputed allegation. John maintains that affected owners did not receive meaningful parcel-specific notice and that he discovered the near-total overlay only in 2023.

Missing proof. The notice rule then in force; circulation and owner lists; affidavits or certificates of mailing and publication; public-meeting records; and any policy governing notice by a delegate, planner, consultant, or mapping authority.

Compensation market interference and taxation

Established law. Delegation doctrine does not itself create compensation. Market loss and continued taxation do not replace either Annapolis element, although they may bear on realistic use, causation, carrying cost, and quantum.

Documented record item. Prior notes report MFIPPA responses locating no parcel-specific compensation analysis, continuing taxation, substantial claimed value loss, forestry offers, and impaired development or financing. Each item requires its underlying record and expert interpretation.

Missing proof. Authenticated MFIPPA responses; AACI before-and-after appraisal; paired sales; MPAC history and tax bills; lender and purchaser evidence; and separation of regulatory effects from access, servicing, ecological, title, and market constraints.

Severn SSEA and Simcoe conduct

Reasonable inference. The working record assigns regional policy or approval roles to Simcoe, local enactment and administration to Severn, and technical or mapping functions to SSEA. Section 4.4.5 requires proof of those roles rather than assuming them from institutional labels.

Documented later event. Prior research identifies an August 2026 Severn staff recommendation and draft arrangement for future delegation of specified planning approvals, with a proposed 1 January 2027 effective date and further County execution or enabling by-laws required. That later proposal does not establish the authority chain governing the 2010 overlay or the June 2023 administration.

Missing proof. The 2010 and current service agreements, terms of reference, delegation by-laws and policies; County approval instruments; Severn staff authorities; SSEA mandates and contracts; map instructions; decision logs; and evidence identifying who could make, amend, interpret, and enforce each operative rule.

Carry forward questions and evidentiary gaps

1. Which exact actor made each binding decision: Simcoe Council, Severn Council, a committee, a named officer, or another body?
2. What statute, by-law, resolution, agreement, or job authority empowered that actor, and what limits and procedures travelled with the power?
3. Was SSEA's role limited to scientific advice and map preparation, or did it determine parcel boundaries or consequences that Severn treated as legally binding?
4. Can Mandeville, Ippolito, and Henderson authenticate the June 2023 'Nothing' exchange and explain whether it stated Severn's final position or informal advice?
5. What written application, permit, variance, severance, or pre-consultation record best proves the scheme's actual application and the absence or presence of a reasonable use?
6. Obtain the complete 2010 delegation record first; keep the proposed 2027 planning delegation separate so a later governance change is not mistaken for proof of earlier authority.

Review completed 28 September 2026

Exact reference

Work. Paul Lordon, Crown Law (Butterworths Canada, 1990), single published volume, Chapter 1, Constitutional and Legal Status of the Crown in Canada.

Section. 4.4.6, Power to Contract vs Legislative Power.

Page. Printed p. 24; source part 1, PDF scan p. 13.

Footnotes and authorities. No separately numbered footnotes appear in section 4.4.6. The authorities are printed directly beneath the paragraph: Esquimalt & Nanaimo Railway Co. v. A.G. B.C., [1950] 1 D.L.R. 305, at 311 and 314 (P.C.); Re Anti-Inflation Act, [1976] 2 S.C.R. 373, at 433-35; and Manitoba Government Employees Association v. Manitoba, [1978] 1 S.C.R. 1123.

Plain language summary

Lordon's point is short but important. A statute may authorize the executive to enter a contract. Exercising that contracting authority should not be confused with delegating legislative power. A contract can procure services, assign administrative work, establish governance, allocate costs, and impose obligations between its parties without turning the contractor or service body into a lawmaker.

For the watershed inquiry, the legal label on an agreement is not enough. The agreement must be read to determine the task actually assigned. A contract for monitoring, mapping, advice, or source-water services may explain who prepared information and who controlled it. A separate statute, by-law, plan, approval, or valid delegation is still needed to explain how a technical output became a binding restriction on a non-party landowner.

Modern Ontario bridge. Municipal Act, 2001, s. 20(1) permits municipalities and local bodies to agree to jointly provide, for their joint benefit, a matter each has power to provide within its own boundaries. Sections 23.1-23.5 separately govern municipal delegations and their limits. The contractual route and the delegation route can coexist, but they answer different questions. The legislation, agreement, by-law, and planning instrument in force on each material date must be read together.

Comparison with Annapolis

Question	Comparison
What does section 4.4.6 test?	It tests the legal character of the authority exercised: was the public actor carrying out a statutory power to contract, or transferring a lawmaking function? Annapolis instead tests the effects of public action through its two cumulative elements.
Does a contract prove a taking?	No. A service or governance agreement does not establish either a public-authority advantage or removal of all reasonable uses. It may, however, identify purpose, control, instructions, funding, data ownership, and the actors responsible for actual administration.
Can an agreement explain public control?	Potentially. Directions, deliverables, approval rights, reporting duties, map ownership, enforcement roles, and termination rights may show which public body controlled the work. Annapolis still requires a property-specific advantage rather than only a broad regional benefit.
Can an agreement remove reasonable uses?	Not by its existence alone. The inquiry remains how the agreement's outputs were adopted and applied through operative planning instruments, permit decisions, refusals, or other state conduct affecting the parcel.
Does an agreement provide landowner notice?	Not necessarily. Notice among contracting public bodies is different from notice or participation owed under the Planning Act, a delegated decision process, or procedural-fairness principles.
What about payment and compensation?	Municipal cost sharing, grants, insurance, indemnities, and contractor payment do not answer whether an affected owner is owed compensation. Market loss and taxation remain evidence of burden or quantum, not substitutes for the Annapolis elements.

Comparison with the watershed record

The classifications below distinguish governing law, authenticated public material, reasonable inference, disputed allegation, and missing proof. Crown Law remains a historical organizing source; current statutes and proved facts determine the legal result.

Greenlands overlay

Established law. A statutory power to contract is not, without more, a delegation of legislative power. A technical or service agreement must be distinguished from the by-law, official-plan schedule, approval, or valid delegation that gives a restriction legal effect.

Reasonable inference. If SSEA or a consultant prepared Greenlands mapping under an agreement and Severn or Simcoe later adopted it through the required planning instrument, the contract may explain the technical work while Council retained the legislative decision. If the agreement or day-to-day practice allowed the service provider to settle binding parcel boundaries or consequences, the separate source of that authority becomes critical.

Missing proof. Every 2008-2010 agreement, work order, request for proposal, map deliverable, acceptance record, invoice, council resolution, adopting by-law, County approval, and GIS custody or revision log tied to the Greenlands mapping affecting 2715 Janes Lane.

Loss of reasonable uses

Established law. Annapolis requires actual removal of all reasonable uses. A contract describing environmental services or mapping does not establish that effect; the operative land-use instruments and their real application must be proved.

Disputed allegation. John reports that Senior Planner Katie Mandeville answered 'Nothing' in June 2023 when CBO Nick Ippolito asked what John could do with the property, with Cody Henderson also identified as a witness.

Reasonable inference. The exchange, if corroborated and shown to state Severn's operative position, may help prove actual administration. It does not show whether that position came from a municipal instrument, an SSEA or consultant deliverable, a service agreement, or an informal interpretation.

Missing proof. The written authority and instructions used by the planner; all pre-consultation, permit, variance, severance, and application records; a parcel-specific permitted-use determination; and evidence testing every legally and practically available use.

Municipal benefit or control

Documented public material. An April 2026 independent review describes SSEA as a joint municipal service organization founded through a 2009 Letter of Agreement and reports regional services, municipal funding, governance, reporting, and cost allocation. It also records that the agreement was amended in 2016 and 2018 and that a delegation-of-authority framework for the Executive Director was to be developed. These later governance materials do not prove the authority used for the 2010 Greenlands overlay.

Reasonable inference. Agreements may identify who controlled map specifications, accepted deliverables, owned data, gave instructions, and obtained regional services. That evidence could illuminate governmental control or benefit, but regional environmental value or administrative savings do not automatically prove the property-derived advantage required by Annapolis.

Missing proof. The signed 2009 agreement and every amendment; Severn's executing resolutions; Board and council minutes; service schedules; reporting and approval clauses; intellectual-property and data-custody terms; instructions concerning the Tait parcel; and evidence of any avoided acquisition, stewardship, maintenance, or other parcel-specific advantage.

Notice and procedural fairness

Established law. An intermunicipal or service agreement does not itself satisfy statutory land-use notice or hearing requirements. Delegated powers also remain subject to the legal limits and procedures attached to them. Annapolis treats notice and reasonable expectations as contextual, not as a third taking element.

Disputed allegation. John maintains that meaningful parcel-specific notice of the near-total Greenlands overlay was not provided and that he discovered it only in 2023.

Missing proof. The notice provisions in force for each plan, schedule, by-law, amendment, delegated decision, and boundary refinement; circulation and owner lists; publication affidavits; public-meeting records; and any agreement clause allocating notice, consultation, records, or complaint responsibilities.

Compensation market interference and taxation

Established law. Contracting doctrine does not create a landowner-compensation right. Internal payments, municipal contributions, insurance, or indemnity provisions are distinct from compensation for a constructive taking. Market loss and continued taxation do not replace either Annapolis element.

Documented public material. The April 2026 SSEA review states that member costs were allocated using weighted property assessment and population and that municipal contributions funded most SSEA revenue. That explains institutional cost sharing; it does not show how John's taxes were calculated or whether his parcel funded the challenged work.

Disputed allegation. The working record attributes impaired saleability, financing, development prospects, study expense, substantial value loss, and continuing taxation to the Greenlands regime and its administration.

Missing proof. Agreement provisions on payment, insurance, liability, indemnity, correction, and dispute resolution; Severn and Simcoe invoices and budget allocations; authenticated tax and MPAC records; an AACI before-and-after appraisal; paired sales; failed transactions; and lender or purchaser evidence separating regulatory effects from other constraints.

Severn SSEA and Simcoe conduct

Documented public material. SSEA publicly identifies itself as a joint municipal service board. Its source-water page separately states that SSEA provides Risk Management Official and Risk Management Inspector services for Severn and other municipalities under Clean Water Act, 2006 Part IV delegation agreements. This is evidence that at least some SSEA functions rest on explicit statutory delegation; it does not prove that the same delegation governed Greenlands or natural-heritage mapping.

Reasonable inference. The correct record may contain several different legal relationships at once: a joint-service governing agreement, project contracts, specific statutory delegations, technical advice, and municipal planning decisions. Treating them as one undifferentiated SSEA mandate would obscure who decided, who benefited, and who must answer for each step.

Missing proof. A role-by-role authority chart for Severn, SSEA, Simcoe, and every consultant; the complete agreements and delegation instruments; project instructions and deliverables; retention and correction duties; map and data custody; and testimony from Julie Cayley, Mark Taylor, the relevant Severn and Simcoe clerks, planners and GIS custodians, plus Mandeville, Ippolito, and Henderson.

Carry forward questions and evidentiary gaps

1. Obtain a certified copy of the 2009 SSEA Letter of Agreement, its 2016 and 2018 amendments, any 2026 amendment, and every Severn resolution or by-law executing or approving them.
2. Inventory every 2008-2010 contract, work order, request for proposal, consultant instruction, invoice, and deliverable concerning Greenlands or natural-heritage mapping.
3. Identify the exact clause governing map preparation, boundary revision, acceptance, legal interpretation, data ownership, notice, correction, and parcel-level decisions.
4. Separate service contracts from statutory delegation instruments, including Clean Water Act roles, planning authority, and any staff or Board delegation.
5. Obtain all insurance, indemnity, liability, cost-sharing, dispute-resolution, and compensation-related clauses, together with Severn and Simcoe budgets and invoices.
6. Examine Julie Cayley, Mark Taylor, the responsible Severn and Simcoe clerks, planners and GIS custodians, and Mandeville, Ippolito, and Henderson on how contractual work became an operative parcel restriction.

Sources

Paul Lordon, *Crown Law* (Butterworths Canada, 1990), Chapter 1, sections 4.4.4-4.4.6, printed pp. 23-24; source part 1, PDF scan pp. 12-13.

Annapolis Group Inc. v. Halifax Regional Municipality, 2022 SCC 36, especially paras. 38-45, 52-58, and 64-75.

Planning Act, R.S.O. 1990, c. P.13, especially ss. 16(1)(b), 17(20)-(23), 17.1, 24, and 34, current consolidation consulted 28 September 2026.

Municipal Act, 2001, S.O. 2001, c. 25, especially ss. 20 and 23.1-23.5, current consolidation consulted 28 September 2026.

SSEA Governing Agreement and Funding Formula Review, StrategyCorp report attached to Staff Report 07-2026-SSEA, 30 April 2026, especially report pp. 1-4, 6-10, 13-21, and implementation table p. 21.

SSEA Source Water Protection, identifying Clean Water Act, 2006 Part IV delegation agreements for Risk Management Official and Risk Management Inspector services, consulted 28 September 2026.

Internal research record: Canada's Crown Law Record Volume 1 (3 September 2026); Crown Law Comparative Authority Brief (4 September 2026); and the watershed findings summarized in those files.